SERFF Tracking Number:
 NALH-125842973
 State:
 Arkansas

 Filing Company:
 Midland National Life Insurance Company
 State Tracking Number:
 40449

Company Tracking Number: TR142, TR144

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: TR142, TR144

Project Name/Number: TR142, TR144/TR142, TR144

Filing at a Glance

Company: Midland National Life Insurance Company

Product Name: TR142, TR144 SERFF Tr Num: NALH-125842973 State: ArkansasLH TOI: L08 Life - Other SERFF Status: Closed State Tr Num: 40449

Sub-TOI: L08.000 Life - Other Co Tr Num: TR142, TR144 State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Carrie Block, Laurie Disposition Date: 10/10/2008

Gruba, Paula Kunkel-White, Gayle

Lovorn, Gail Velen

Date Submitted: 10/03/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: TR142, TR144 Status of Filing in Domicile: Pending

Project Number: TR142, TR144

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 10/10/2008

State Status Changed: 10/10/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

RE: NAIC# 66044 / FEIN# 46-0164570

Return of Premium Death Benefit Option Endorsements TR142 and TR144

Revised Rate Filing for Flexible Premium Adjustable Life Policy Form L13403

Dear Reviewer:

Company Tracking Number: TR142, TR144

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: TR142, TR144

Project Name/Number: TR142, TR144/TR142, TR144

We are filing the above referenced forms for your review and approval. These are new forms that are being filed for use on a general basis. These forms will be laser printed and we reserve the right to change fonts and layouts. The minimum font size will never be less than 10 point type. Licensed agents of the Company will market these products on an individual basis.

No part of this filing contains any unusual or possibly controversial items from normal Company or industry standards.

These endorsements provide an additional death benefit option for the policy to which it is attached. The additional option allows the policyowner to select a death benefit option that provides the beneficiary an additional benefit paid at the death of the insured - an amount referred to as the Return of Premium Death Benefit Amount. Please refer to the actuarial memorandum for details.

The substantial difference between the endorsements is that TR142 is designed for use with Flexible Premium Universal Life policies and TR144 is designed for use with Indexed Universal Life policies.

Form TR142 will be used policy form L13403, approved by your department on 02/21/2008.

Form TR144 will be used with policy form L13603, approved by your department on 06/11/2008.

However, we are requesting general approval of both endorsements for use with previously approved policy we deem appropriate in the future.

For informational purposes, we are filing the following rate changes shown below for policy form L134. A revised actuarial memorandum is included with this filing. The revised rates are targeted to be implemented for new issues on December 9, 2008.

- Revised current cost of insurance rates effective for new issues.
- Ages 18-19 for the preferred classes were added
- Revised current per unit charges for new issues
- Revised rates for Waiver of Surrender Charge Option
- Surrender charges are now the same for all classes within each gender

This filing was submitted to our domicile state of lowa on 10/03/2008 and is pending approval.

Company Tracking Number: TR142, TR144

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: TR142, TR144

Project Name/Number: TR142, TR144 /TR142, TR144

Your review for approval of this filing, at your earliest convenience, would be appreciated. Please feel free to contact me if you have any questions.

Company and Contact

Filing Contact Information

Paula Kunkel White, Contracts Analyst pwhite@nacolah.com
525 W. VAN BUREN (800) 800-3656 [Phone]
CHICAGO, IL 60607 (312) 648-7780[FAX]

Filing Company Information

Midland National Life Insurance Company CoCode: 66044 State of Domicile: Iowa

525 W. Van Buren Street Group Code: 431 Company Type: Life and Annuity

Chicago, IL 60607 Group Name: State ID Number:

(800) 800-3656 ext. [Phone] FEIN Number: 46-0164570

Filing Fees

Fee Required? Yes
Fee Amount: \$60.00
Retaliatory? No

Fee Explanation: \$20.00 X 3 endorsements/updated act. memo.= \$60.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Midland National Life Insurance Company \$60.00 10/03/2008 22907805

Company Tracking Number: TR142, TR144

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: TR142, TR144

Project Name/Number: TR142, TR144 /TR142, TR144

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/10/2008	10/10/2008

Company Tracking Number: TR142, TR144

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: TR142, TR144

Project Name/Number: TR142, TR144/TR142, TR144

Disposition

Disposition Date: 10/10/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: TR142, TR144

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: TR142, TR144

Project Name/Number: TR142, TR144/TR142, TR144

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document		No	
Form Return of Premium Death Benefit Option			Yes
	Endorsement		
Form	Return of Premium Death Benefit Option		Yes
	Endorsement		

Company Tracking Number: TR142, TR144

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: TR142, TR144

Project Name/Number: TR142, TR144/TR142, TR144

Form Schedule

Lead Form Number: TR142 and TR144

Review	Form	Form Type Form Na	ıme	Action	Action Specific	Readability	Attachment
Status	Number				Data		
	TR142	Policy/Cont Return of Premium ract/Fratern Death Benefit Option		Initial		52	TR142
				า			ROPDB
		al Endorse	ment				Endorsement
		Certificate:					XLec2.pdf
		Amendmen					
		t, Insert					
		Page,					
	Endorseme						
		nt or Rider					
	TR144	Policy/Cont Return of	f Premium	Initial		50	TR144
		ract/Fratern Death Be	enefit Option	า			ROPDB
		al Endorse	ment				Endorsement
		Certificate:					ULCV.pdf
		Amendmen					
		t, Insert					
		Page,					
		Endorseme					
		nt or Rider					



A Member of the Sammons Financial Group

A Stock Company

Principal Office: 4601 Westown Parkway, Suite 300, West Des Moines, IA 50266 ♦ (515) 440-5500 Executive Office: One Midland Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

RETURN OF PREMIUM DEATH BENEFIT OPTION ENDORSEMENT

This Endorsement is a part of the Policy to which it is attached. It is subject to all the provisions of the Policy unless We state otherwise.

This Endorsement provides an additional Death Benefit Option on the life of the Insured.

1. The following provisions are added to the DEFINITIONS section of the Policy:

Return Of Premium Death Benefit Amount (ROPDB Amount) – is an amount that is included in the calculation of the Death Benefit under the Return of Premium Death Benefit Option. On the Policy Date, the ROPDB Amount is equal to the amount of premium paid on or before the Policy Date. The ROPDB Amount on any subsequent Monthly Anniversary is equal to:

- 1. The ROPDB Amount on the preceding Monthly Anniversary; plus
- 2. One month's interest at the ROPDB Growth Rate on 1. above; plus
- 3. Any premiums received, including any disability benefits paid by the Company into the Policy under a disability benefit Rider, if any, since the preceding Monthly Anniversary plus interest at the ROPDB Growth Rate on those premiums calculated to the Monthly Anniversary; minus
- 4. Any partial Withdrawals and Withdrawal Charge made since the preceding Monthly Anniversary plus interest at the ROPDB Growth Rate on those amounts calculated to the Monthly Anniversary.

Return Of Premium Death Benefit Growth Rate (ROPDB Growth Rate) – is the interest rate used in the premium and Withdrawal accumulation calculation to determine the ROPDB Amount. The ROPDB Growth Rate is determined at issue and cannot be changed. The annual ROPDB Growth Rate in effect to the original Maturity Date is shown on the Schedule of Policy Benefits. The ROPDB Growth Rate after the original Maturity Date is zero.

2. The following provision is added to the DEATH BENEFIT section of the Policy:

Under the Return of Premium Death Benefit Option, the Death Benefit is the greater of:

- 1. The Specified Amount plus the ROPDB Amount; or
- 2. The Policy Fund multiplied by the Corridor Percentage.

3. The CHANGES IN DEATH BENEFIT OPTION section of the Policy is deleted and replaced with the following:

CHANGES IN DEATH BENEFIT OPTION – You may not change from Option 1 (Level Death Benefit Option) or Option 2 (Increasing Death Benefit Option) to the Return of Premium Death Benefit Option. The Return of Premium Death Benefit Option is only available at Policy application. You may change the Death Benefit Option to Option 1 or Option 2 while the Insured is living and this Policy is in effect. You must send Us Written Notice for the change. If We approve the change, We will send You a notice confirming the change and the effective date of the change. Such notice will be mailed to Your last known address. We will not allow a change if it would cause the Maximum Premium Limits to be violated. Any change to the Death Benefit Option is subject to the following conditions:

- 1. If the change is to Option 2:
 - a. The Specified Amount will not change if You are changing from Option 1;
 - b. The Specified Amount will be increased by the excess, if any, of the Return of Premium Death Benefit Amount over the Policy Fund as of the effective date of the change if You are changing from the Return of Premium Death Benefit Option;
 - c. We may require evidence of insurability satisfactory to Us;
 - d. The No Lapse Guarantee Premium, Surrender Charge, Unit Expense Charge, and, if applicable, Waiver of Surrender Charge Period and Waiver of Surrender Charge Fee will not change; and
 - e. Your Death Benefit will be as described for Option 2.

However, You may request that the Specified Amount be reduced by the amount necessary so that the Death Benefit will not increase on the effective date of the Death Benefit Option change. If You make this request:

- a. The change will not be allowed if it would result in the Specified Amount being less than the Minimum Specified Amount shown in the Schedule of Policy Benefits;
- b. The Specified Amount may not be decreased to an amount that would cause the Maximum Premium Limits to be violated:
- c. All decreases in Specified Amount will decrease previous increases in reverse order before decreasing the initial Specified Amount;
- d. The No Lapse Guarantee Premium shown in the Schedule of Policy Benefits will not decrease; and
- e. The Surrender Charge will not be reduced.
- 2. If the change is to Option 1, the Specified Amount will be increased by the current Policy Fund when changing from Death Benefit Option 2 or the Specified Amount will be increased by the Return of Premium Death Benefit Amount when changing from the Return of Premium Death Benefit Option. This will result in the Death Benefit on the effective date of the Death Benefit Option change remaining unchanged. However, You may request that the Specified Amount remain constant. In either case, the No Lapse Guarantee Premium, Surrender Charge, and, if applicable, Waiver of Surrender Charge Period will not change. If the Specified Amount is increased, We reserve the right to apply the Unit Expense Charge and, if applicable, the Waiver of Surrender Charge Fee to the amount of the increase.

4. The following provision is added to the WITHDRAWAL OF CASH SURRENDER VALUE section of the Policy:

If the Return of Premium Death Benefit Option is in effect at the time of a partial Withdrawal, the ROPDB Amount will be decreased by the amount of any partial Withdrawal, including any Withdrawal Charge. The ROPDB Amount is decreased even if no Specified Amount reduction is made. If a partial Withdrawal results in a ROPDB Amount that is greater than zero, We will not reduce the Specified Amount of the Policy by the amount of that partial Withdrawal and the applicable Withdrawal Charge.

If a partial Withdrawal decreases the ROPDB Amount to less than zero, We will reduce the Specified Amount of the Policy by the amount that the ROPDB Amount is less than zero. The ROPDB Amount will then be reset to zero. There will not be a charge for the decrease. The No Lapse Guarantee Premium and Surrender Charge will not be reduced.

President

2 c. James

Secretary



A Member of the Sammons Financial Group

A Stock Company

Principal Office: 4601 Westown Parkway, Suite 300, West Des Moines, IA 50266 ♦ (515) 440-5500 Executive Office: One Midland Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

RETURN OF PREMIUM DEATH BENEFIT OPTION ENDORSEMENT

This Endorsement is a part of the Policy to which it is attached. It is subject to all the provisions of the Policy unless We state otherwise.

This Endorsement provides an additional Death Benefit Option on the life of the Insured.

1. The following provisions are added to the DEFINITIONS section of the Policy:

Return Of Premium Death Benefit Amount (ROPDB Amount) – is an amount that is included in the calculation of the Death Benefit under the Return of Premium Death Benefit Option. On the Policy Date, the ROPDB Amount is equal to the amount of premium paid on or before the Policy Date. The ROPDB Amount on any subsequent Monthly Anniversary is equal to:

- (a) The ROPDB Amount on the preceding Monthly Anniversary; plus
- (b) One month's interest at the ROPDB Growth Rate on (a) above; plus
- (c) Any premiums received, including any disability benefits paid by the Company into the Policy under a disability benefit Rider, if any, since the preceding Monthly Anniversary plus interest at the ROPDB Growth Rate on those premiums calculated to the Monthly Anniversary; minus
- (d) Any Withdrawals, Withdrawal Charge, and Withdrawal Processing Fee made since the preceding Monthly Anniversary plus interest at the ROPDB Growth Rate on those amounts calculated to the Monthly Anniversary.

Return Of Premium Death Benefit Growth Rate (ROPDB Growth Rate) – is the interest rate used in the premium and Withdrawal accumulation calculation to determine the ROPDB Amount. The ROPDB Growth Rate is determined at issue and cannot be changed. The annual ROPDB Growth Rate in effect to the original Maturity Date is shown on the Schedule of Policy Benefits. The ROPDB Growth Rate after the original Maturity Date is zero.

- 2. The following provision is added to the DEATH BENEFIT section of the Policy:
 - (c) Under the Return of Premium Death Benefit Option, the Death Benefit is the greater of:
 - 1. The Specified Amount plus the ROPDB Amount; or
 - 2. The Minimum Death Benefit described in Section 2.4.
- 3. The CHANGES IN DEATH BENEFIT OPTION section of the Policy is deleted and replaced with the following:

CHANGES IN DEATH BENEFIT OPTION – You may not change from the Level Death Benefit Option or Increasing Death Benefit Option to the Return of Premium Death Benefit Option. The Return of Premium Death Benefit Option is only available at Policy application. You may change the Death Benefit Option to the Level Death Benefit Option or the Increasing Death Benefit Option while the Insured is living and this Policy is in effect. You must send Us Written Notice for the change. If We approve the change, We will send You a notice confirming the change and the effective date of the change. Such notice will be mailed to Your last known address. We will not allow a change if it would cause the Maximum Premium Limits to be violated. Any change to the Death Benefit Option is subject to the following conditions:

- (a) If the change is to the Increasing Death Benefit Option:
 - 1. The Specified Amount will not change if You are changing from the Level Death Benefit Option;
 - 2. The Specified Amount will be increased by the excess, if any, of the Return of Premium Death Benefit Amount over the Account Value as of the effective date of the change if You are changing from the Return of Premium Death Benefit Option;
 - 3. We may require evidence of insurability satisfactory to Us;
 - 4. The No Lapse Guarantee Premium, Surrender Charge, Unit Expense Charge, and, if applicable, Waiver of Surrender Charge Option Period and the fee for the Waiver of Surrender Charge Option will not change; and
 - 5. Your Death Benefit will be as described in Section 2.2.

However, You may request that the Specified Amount be reduced by the amount necessary so that the Death Benefit will not increase on the effective date of the Death Benefit Option change. If You make this request:

- 1. The change will not be allowed if it would result in the Specified Amount being less than the Minimum Specified Amount shown in the Schedule of Policy Benefits;
- 2. There will be a charge for the decrease as described in Section 5.2;
- 3. The No Lapse Guarantee Premium shown in the Schedule of Policy Benefits may decrease;
- 4. The Surrender Charge Factors will be applied to the reduced Specified Amount;
- 5. The Unit Expense Charge will be applied to the reduced Specified Amount; and
- 6. If applicable, the fee for the Waiver of Surrender Charge Option will be applied to the reduced Specified Amount if the option was selected on the application date.
- (b) If the change is to the Level Death Benefit Option, the Specified Amount will be increased by the current Account Value when changing from Increasing Death Benefit or the Specified Amount will be increased by the Return of Premium Death Benefit Amount when changing from the Return of Premium Death Benefit Option. This will result in the Death Benefit on the effective date of the Death Benefit Option change remaining unchanged. However, You may request that the Specified Amount remain constant. In either case, the No Lapse Guarantee Premium, Surrender Charge and, if applicable, Waiver of Surrender Charge Option Period will not change. If the Specified Amount is increased, We reserve the right to apply the Unit Expense Charge and, if applicable, the fee for the Waiver of Surrender Charge Option to the amount of the increase.

4. The following provision is added to the SPECIFIED AMOUNT AFTER WITHDRAWAL section of the Policy:

If the Return of Premium Death Benefit Option is in effect at the time of Withdrawal, the ROPDB Amount will be decreased by the amount of any Withdrawal, including any Withdrawal Charge and Withdrawal Processing Fee. The ROPDB Amount is decreased even if no Specified Amount reduction is made. If a Withdrawal results in a ROPDB Amount that is greater than zero, We will not reduce the Specified Amount of the Policy by the amount of that Withdrawal, Withdrawal Charge and Withdrawal Processing Fee.

If a Withdrawal decreases the ROPDB Amount to less than zero, We will reduce the Specified Amount of the Policy by the amount that the ROPDB Amount is less than zero. The ROPDB Amount will then be reset to zero. There will not be a charge for the decrease as described in Section 5.2. The Unit Expense Charge, Surrender Charge and, if applicable, fee for the Waiver of Surrender Charge Option will be applied to the reduced Specified Amount. The No Lapse Guarantee Premium may decrease.

President

Secretary

Company Tracking Number: TR142, TR144

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: TR142, TR144

Project Name/Number: TR142, TR144 /TR142, TR144

Rate Information

Rate data does NOT apply to filing.

Company Tracking Number: TR142, TR144

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: TR142, TR144

Project Name/Number: TR142, TR144/TR142, TR144

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 10/02/2008

Comments: Attachments:

READABILITY CERT.pdf

AR L & H 1 cert.pdf

READABILITY CERTIFICATE

Name and Address of Insurer: MIDLAND NATIONAL LIFE INSURANCE COMPANY

Executive Office: One Midland Plaza

Sioux Fallx, SD 57193

I certify that Readability has been tested under the Flesch Readability formula set forth by Rudolph Flesch in his book, <u>The Art of Readability Writing</u> and that the form(s) meet your minimum readability requirements for the form(s) listed below:

FORM NUMBER DESCRIPTION SCORE

Timothy Reuer, FSA, MAAA

Vice President - Product Development

Date

State of Arkansas

Certificate of Compliance

Rider Form TR142 and TR144

On behalf of Midland National Life Insurance Company I certify the company is in compliance with:

Rule and Regulation 19.

Rule and Regulation 49 – each policyholder will be provided a life and health guaranty notice at time of issue.

A.C.A. § 23-79-138 for Policy Information Requirements – each policy will contain the contact information of the policyholder's service office, soliciting agent and the state insurance department.

Carrie Block, Senior Contracts Analyst

Carried Block

Date: October 3, 2008